

RELEASE OF LIABILITY, WAIVER OF CLAIMS, COVENANT NOT TO SUE  
and  
CONSENT TO THE RELEASE OF PRIVATE INFORMATION

For and in consideration of White Bear Yacht Club, a Minnesota not-for-profit organization (the 'Organization') allowing me, the undersigned, and/or child(ren) to participate in any capacity in an Organization sanctioned, licensed, operated or approved event, program, or activity ('Event' or 'Events'), or to be on the grounds of the Organization, or any Released Party, or use any such facilities, I, for myself, and on behalf of my spouse, child(ren), heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Release of Liability, Waiver of Claims, Covenant Not to Sue Agreement, and Consent to the Release of Private Information ('Agreement'):

A. POLICIES, RULES AND REGULATIONS:

I, my family, and my child(ren) if any, hereby agree to comply with:

1. All COVID-19 Rules and Regulations applicable to my activity; **and**
2. The current COVID-19 Plan currently in place, along with all additional rules, regulations, schedule changes, and policies of the Organization; **and**
3. Any verbal or written directions of the Organization and its personnel.

B. ACKNOWLEDGMENT OF RISK:

I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with participating in Events and using the facilities of the Organization including without limitation the sport of sailing, group sailing, individual sailing, and any and all accompanying associated activities), and that presence on the Organization's property and participation in any Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), illness, sickness and disease (including communicable diseases such as exposure to and/or transmission of COVID-19), trauma, pain and suffering, disability, permanent disability, paralysis and death; quarantine requirements; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Organization and competition management; COVID risks described below; and other undefined, not readily foreseeable and presently unknown risks and dangers ('Risks').

C. NOVEL CORONA VIRUS ('COVID-19') HEALTH RISKS:

In addition to the terms herein, and without the limiting anything in this Agreement:

1. I understand COVID-19 is a highly contagious and infectious disease. Millions have contracted the disease (with some not having any symptoms or knowing they even have it) and more than 100,000 Americans of all ages have died from the disease or related complications. COVID-19 infections have been confirmed in the Twin Cities, including cases within the City of White Bear Lake. COVID-19 may be transmitted via surfaces or contracted from other persons - including without

limitation other individuals participating in Events or being on the Organization's property. If I have health or medical questions or concerns about me, or my child(ren) if any, participating in Events or being on property of the Organization, I will direct them to my own doctor.

2. I understand the Organization and its personnel, equipment, property, and those involved in the Events, may involve inherent danger and health risks, including without limitation the risk of quarantine requirements, contracting and/or transmission of COVID-19, illness, sickness, disability, permanent disability, injury or death. To reiterate, even with taking precautions, Organization cannot guarantee that you, or your child(ren) if any, will not be exposed to, or infected with, COVID-19.

3. I fully understand and appreciate both the known and potential dangers of utilizing the Events, facilities, equipment, services, programs, and property of the Organization and acknowledge (and assume the risk for me, my family, and my children, that use thereof by the undersigned and/or such and child(ren) may result in exposure to, or infection by, COVID-19, which could result in quarantine requirements, illness, sickness, disability, permanent disability, and/or death - of me and/or my child(ren), common household persons, family, friends and/or other person(s).

4. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, negligence, gross negligence, willfulness or intentional acts of myself and others, including, but not limited to, Organization employees, volunteers, and program participants.

5. I understand that COVID-19 can potentially cause or exacerbate other health complications and illnesses and that those complications or illnesses can lead to harm including sickness and death.

6. I voluntarily agree to assume all of the risks described herein and accept sole responsibility for any injury to me, or my child(ren) if any, including, but not limited to, injury, disability, permanent disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I, or my child(ren) if any, may experience or incur in connection with participating in Events and/or being on the Organization's property.

7. I hereby certify that my family, including without limitation me, and my child(ren) if any, are covered by health insurance.

#### D. ASSUMPTION OF RISK:

I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Events, or the negligent acts or omissions of the Released Parties, defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Events. Also I agree to be responsible for any illness, sickness, injury, disease, disability, death, or damage caused by me or any agents under my direction and control at any Event or on the Organization's property.

#### E. RELEASE AND INDEMNITY:

In consideration of my participation in any Event, and in order to utilize the Organizations facilities and be present on the Property, I hereby release from liability and waive any claims against the owner or organizer of the Event, White Bear Yacht Club, White Bear Sailing School and each of their respective licensees, outreach programs, competition managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with each of their officers, directors, personnel, employees, guests, members, invitees, volunteers, agents, representatives, and contractors of them (each a 'Released Party' or collectively, 'Released Parties'), with respect to any liability, claim(s), demand(s), action(s), damage(s), loss(es), cost(s), or expense(s) (including court costs and reasonable attorneys' fees) of any kind or nature (each a 'Liability' or collectively, 'Liabilities')

which may arise out of, result from, or relate in any way the participation in the Events or facilities, equipment, or premises of the Organization or any Released Party, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. Further, I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all Liabilities imposed on, incurred by, or asserted against any Released Party resulting from, arising out of, in connection with, or relating to (1) you or child's behavior; (2) noncompliance with health rules, or (2) the breach of this Agreement.

TO THE FULLEST EXTENT OF LAW, I, ON MY BEHALF AND ON BEHALF OF MY SPOUSE AND CHILD(REN) AND ANYONE ELSE WHO MIGHT SUE ON OUR BEHALF, HEREBY FOREVER RELEASE, ACQUIT, WAIVE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE OR FILE SUIT AGAINST RELEASED PARTIES FOR ANY AND ALL PRESENT AND FUTURE LIABILITIES, KNOWN AND UNKNOWN, ON ACCOUNT OF ANY INJURY TO, OR ANY QUARANTINE REQUIREMENTS, ILLNESS, SICKNESS, DISABILITY, PERMANENT DISABILITY, OR THE DEATH OF, ME, COMMON HOUSEHOLD PERSONS, FAMILY, AND/OR CHILDREN (OR ANY PERSON WHO MAY CONTRACT COVID-19, DIRECTLY OR INDIRECTLY, FROM ME, MY FAMILY, OR MY CHILDREN) WHICH MAY ARISE OUT OF, RESULT FROM, OR RELATE IN ANY WAY IN CONNECTION WITH: (I) I OR MY CHILD(REN) ON OR ABOUT THE ORGANIZATION'S (OR ANY RELEASED PARTY'S) FACILITIES, EQUIPMENT OR PREMISES; OR (II) BEFORE, DURING OR AFTER MY OR MY CHILD(REN)'S PARTICIPATION IN ANY EVENT OR PROGRAM AFFILIATED WITH THE ORGANIZATION. I UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, FAULT, NEGLIGENCE (ACTIVE OR PASSIVE), GROSS NEGLIGENCE, WILLFULNESS, OR INTENTIONAL ACTS OF THE RELEASED PARTIES, WHETHER A COVID-19 EXPOSURE OR INFECTION OCCURS (I) ON OR ABOUT THE ORGANIZATION'S (OR ANY RELEASED PARTY'S) FACILITIES, EQUIPMENT OR PREMISES; OR (II) BEFORE, DURING OR AFTER MY OR MY CHILD(REN)'S PARTICIPATION IN ANY EVENT OR PROGRAM AFFILIATED WITH THE ORGANIZATION.

I acknowledge any illness, sickness, disability, permanent disability, or injury that I or my child(ren) contract or sustain may be compounded by negligent assistance, aid, care, advice, first aid, treatment, services, or emergency response by the Released Parties and WAIVE ANY CLAIMS IN RESPECT THEREOF.

IN ANY EVENT, TO THE FULLEST EXTENT PERMITTED BY LAW, RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY QUARANTINE REQUIREMENTS, ILLNESS, SICKNESS, CONDITION, DISABILITY, PERMANENT DISABILITY, INJURY, DEATH, OR LIABILITIES TO ANY PERSON (INCLUDING WITHOUT LIMITATION ME, MY CHILDREN, COMMON HOUSEHOLD PERSONS, FAMILY AND/OR FRIENDS) RELATED TO COVID-19 OR ORGANIZATION'S ACTIVITIES, PREMISES, EQUIPMENT, PROPERTY OR EVENTS.

#### F. CONSENT TO RELEASE PRIVATE INFORMATION RELATED TO COVID-19

Because of the nature of COVID-19 and the importance of contact tracing, which includes but is not limited to reporting cases of contraction or exposure to COVID-19 by various government bodies, in

the event that the Organization determines or suspects I have been potentially exposed, actually exposed, or contracted COVID-19, including but not limited to the results of any tests related to the same, I consent to the Organization sharing any relevant information with relevant federal, state, and local health officials. Further, I consent that this information can be shared with other individuals at the Organization in its discretion. This specifically waives any claim(s) I may have to invasion of privacy or similar claim. Nothing in this section creates an affirmative obligation of the Organization or duty toward me, or my child(ren) if any, for the Organization to share this information.

G. BASIS:

I understand that I have no factual or legal basis to bring any action against Organization or its board of directors, officers, club manager, employees, contractors, agents, volunteers, members, or participants who may have been present or involved in any way.

H. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:

This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASES, WAIVERS FROM LIABILITY, AND INDEMNIFICATION.

By signing below, I hereby accept and agree to the terms and conditions of this Agreement in connection with my, or my child(ren) if any, participation in any Event and presence on the Organization's property.

Signature \_\_\_\_\_

Date \_\_\_\_\_